

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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K P SANGHVI & SONS,

Plaintiff,

-v-

ECF CASE
Case No.: 06CV5751 (HB)

COMPLAINT

M. FABRIKANT & SONS, INC.,

Defendant.

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K P Sanghvi & Sons, by the undersigned, complaining of the Defendant, M. Fabrikant & Sons, Inc., as and for its Complaint alleges as follows:

JURISDICTION

1. Plaintiff is incorporated in the Country of India and has its principal place of business in Mumbai, India.

2. Upon information and belief, Defendant is a corporation existing under and by virtue of the laws of the State of New York.

3. Defendant has its principal place of business at One Rockefeller Plaza, in the County, City and State of New York.

4. Diversity of jurisdiction exists under 28 USC Section 1332. The amount in controversy exceeds \$75,000.00. The venue is proper under 28 USC Section 1391 as the Defendant transacts business in this district.

AS AND FOR A FIRST CAUSE OF ACTION

5. Plaintiff is in the business of selling precious stones, predominantly diamonds, used in the manufacture of jewelry.

6. Upon information and belief, Defendant is, and at all time hereinafter mentioned was, in the business of manufacturing and selling jewelry.

7. For many years, prior to October of 2005, Plaintiff sold diamonds and other goods to the Defendant which Defendant used in the manufacture of jewelry which it in turn sold and distributed.

8. Between on or about October 7, 2005 and March 25, 2006 the Plaintiff, at the specific instance and request of the Defendant, sold assorted diamonds, as more particularly described and set forth on the invoices, annexed hereto as Exhibit "A" to the Defendant for the agreed upon and reasonable aggregate sum of \$1,889,750.35.

9. All of such merchandise was inspected by Defendant's representatives both before it was shipped by the Plaintiff to the Defendant, as well as upon receipt by the Defendant.

10. Defendant never made any complaints regarding the quantity or quality of said merchandise shipped by the Plaintiff to the Defendant, nor has the Defendant made any other objection that the goods were allegedly not conforming.

11. Defendant has advised Plaintiff that due to dire financial circumstances, Defendant is unable to pay the invoices annexed hereto as Exhibit "A", all of which are past due and owing.

12. Defendant has sought to purchase merchandise from Plaintiff on an ongoing COD basis.

13. The \$1,889,750.35 due and owing from the Defendant to the Plaintiff is past due.

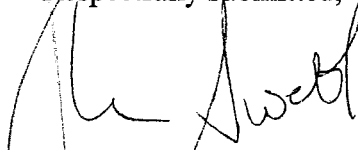
14. Demand for payment upon Defendant has been made by Plaintiff and Defendant has failed to remit any portion of said sum.

15. Defendant remains justly indebted to Plaintiff in the amount of \$1,889,750.35.

WHEREFORE, Plaintiff demands judgment against the Defendant for the sum of \$1,889,750.35 plus interest and Court costs.

Dated: New York, New York
July 28, 2006

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swetnick', is written over a horizontal line.

ROBERT N. SWETNICK, ESQ. (RNS 6443)
Attorney for Plaintiff
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TO: M. FABRIKANT & SONS, INC.
Defendant
One Rockefeller Plaza – 28th Floor
New York, New York 10020